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19 UNITED STATES DISTRICT COURT

20 CENTRAL DISTRICT OF CALIFORNIA

21 JENELLE FORD and BARRY FORD,
h/w, on behalf of themselves and others
22 similarly situated,

23 Plaintiffs,

24 vs.

25 FORD MOTOR COMPANY, a
Delaware corporation, and
26 DOES 1-100,

27 Defendant.

DISCOVERY MATTER

Case No.: 2:13-cv-08335-PSG-SS

Before the Hon. Philip S. Gutierrez
Courtroom 880 - Roybal

**STIPULATED CONFIDENTIALITY
AGREEMENT FOR ENTRY OF
PROTECTIVE ORDER; AND
[PROPOSED] PROTECTIVE
ORDER**

STIPULATED PROTECTIVE ORDER

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential, and ensure that protection is afforded only to material so entitled, and based on good cause, it is, pursuant to the Court's authority under Federal Rule of Civil Procedure ("FRCP") 26(c)(1), and with the consent of the parties, hereby ORDERED:

1. **Scope of Order.** This Order is intended to facilitate the Parties' production of information and documents as part of voluntary disclosure and in response to discovery requests. Nothing in this Order is to be construed to expand or limit the Parties' discovery obligations. This Order covers the production and use of all Protected Documents in this action that constitute, contain or disclose, in whole or in part, information which the Designating Party (defined below) designates as "Confidential." This Order is also intended to apply to any documents produced to the Parties by a non-party in connection with a subpoena. Nothing in this Order will prevent counsel from using Confidential Information in connection with any work product created by or on behalf of that counsel. Such work product may be retained by the counsel creating it. However, Confidential Information in such work product will remain Confidential Information that may not be shared with any entity or person except as otherwise provided in this Order.

2. **Relationship to *Martin v. Ford*.** This Order is intended to be a continuation and extension of the Protective Order entered on April 27, 2011 in the case of *Martin v. Ford*, Civ. Action No. 2:10-cv-02203-JHS (E.D. Pa.) at Docket No. 48. See Exhibit 1 attached hereto (hereinafter "*Martin* Protective Order"). The Parties agree that this Order shall cover any and all Confidential Information, including documents and deposition transcripts, produced pursuant to the *Martin* Protective Order and that all such Confidential Information from the *Martin* case may be used in the above-captioned case in accordance with this Order.

1 3. **General Definitions.** For purposes of this Order, the following terms
2 have the following meanings:

3 a. Pursuant to FRCP 26(c)(1)(G), "Confidential Information" shall
4 mean trade secrets or other confidential research, development, or commercially
5 sensitive business information, the disclosure of which would cause competitive
6 hardship, that is contained in Protected Documents. Confidential Information
7 may include, but is not limited to (1) engineering documents and analysis, including
8 design drawings and specifications, (2) test documents, analysis and testing
9 procedures; (3) manufacturing specifications and procedures; (4) internal business
10 analysis or financial information; (5) confidential customer information; and (6) any
11 other similar proprietary, confidential, or private information, including but not
12 limited to trade secrets and other commercially sensitive business information.
13 Information in categories (5) and (6) may include such things as personally
14 identifying information, trade secrets not falling within one of the other categories,
15 and competitive intelligence, which requires protection for personal privacy or
16 competitive protection reasons.

17 b. "Designating Party" shall mean the Party or non-party
18 designating Discovery Material as "Confidential."

19 c. "Discovery Materials" shall mean and include, without
20 limitation, Documents, including Electronically Stored Information (ESI),
21 responses to interrogatories, requests for admissions, or other discovery requests,
22 physical objects, samples, digital media (such as CD-ROMs or DVDs), deposition
23 transcripts and exhibits thereto, and information provided by or on behalf of the
24 Parties or any non-party witness pursuant to subpoena or otherwise in the course
25 of discovery.

26 d. "Document" shall mean and include, without limitation, all
27 written material and all other tangible items, produced in whatever format (e.g.,
28 hard copy, electronic, digital, etc.) and on whatever media (e.g., hardcopy,

1 videotape, CD-ROM, DVD, hard drive or otherwise) defined as broadly as
2 permitted under FRCP 34.

3 e. "Party" or "Parties" shall mean and include the parties to this
4 litigation.

5 f. "Pleadings" shall mean and include, without limitation, all
6 papers, motions, briefs, affidavits, declarations, exhibits, etc., filed with the Court.

7 g. "Protected Documents" shall mean documents to be produced in
8 this litigation which contain Confidential Information.

9 4. **Designating Confidential Information.**

10 a. All designations of Confidential Information shall be made in
11 good faith by the Designating Party and made at the time of disclosure,
12 production, or tender.

13 b. The designation of Confidential Information may be made by
14 marking or placing the applicable notice "Subject to Protective Order,"
15 "Confidential," or substantially similar notice, on the document, or, where a copy
16 of the original document is to be produced, on that copy. Any electronic, visual,
17 or other Confidential Information not on paper shall be designated as identified in
18 Paragraph 4(a) on the exterior surface of the container or object that contains the
19 electronic, visual or other non-paper Confidential Information. In addition, the
20 Disclosing Party shall use its best efforts to affix the legend described in
21 Paragraph 4(a) to any electronic, visual, or other medium so that the legend is
22 visible while the medium is being viewed. All parties recognize that native format
23 documents cannot be so marked, and thus, to the extent native format documents
24 are produced, the producing party will make reasonable provision for marking
25 native format documents in connection with transmission or retention of such
26 documents on office systems.

27 c. Any document or any information designated as "Subject to
28 Protective Order," "Confidential," or similar language in accordance with the

1 provisions of this Order shall only be used, shown or disclosed as provided in this
2 Order.

3 d. The burden of proving that a Protected Document contains
4 Confidential Information is on the Designating Party. Prior to designating any
5 material as "Confidential," the Designating Party must make a bona fide
6 determination pursuant to FRCP 26(c)(1)(G) that the material is, in fact, a trade
7 secret or other confidential research, development, or commercially sensitive
8 business information, as defined in paragraph 2(a).

9 e. If a Party disagrees with the "Confidential" designation of any
10 Protected Document, the party will so notify the Designating Party in writing.
11 Counsel shall confer in good faith in an effort to resolve any dispute concerning
12 such designation or redaction. If the objection cannot be resolved by agreement,
13 the parties will follow the procedures set forth in Local Rule 37. The Designating
14 Party shall be the Moving Party for the purposes of interpreting this paragraph in
15 accordance with Local Rule 37. While the parties are resolving the dispute either
16 informally or by way of the procedures set forth in Local Rule 37, the document or
17 information whose designation or redaction is objected to shall continue to be
18 treated as Confidential, as applicable, until the issue or motion has been decided
19 by the Court. In the event that a motion to confirm a confidentiality designation is
20 denied, the Designating Party shall cause the confidentiality legend or redaction to
21 be removed from such documents within ten (10) business days following entry of
22 the Court's order.

23 5. **Use and Disclosure of Protected Documents.**

24 a. Protected Documents and any copies thereof received pursuant
25 to this Protective Order shall be maintained as Confidential by the receiving party,
26 his/her attorney, other representatives, and expert witnesses, and shall be used only
27 for purposes of this action, subject to the limitations set forth herein. The persons
28 or entities identified in Paragraph 4(b)(i)-(ix) below to whom Protected

1 Documents are disclosed pursuant to this Order shall keep all such materials and
2 information, and any copies, notes, extracts, summaries, or descriptions of such
3 material, within their exclusive possession and control, shall treat all such copies,
4 notes, extracts, summaries, or descriptions of the Protected Documents or any
5 portion thereof as Confidential, shall take all necessary and prudent measures to
6 maintain the confidentiality of all such materials or information, and shall not
7 disseminate such Protected Documents other than in accordance with this Order.

8 b. Protected Documents shall be disclosed only to "Qualified
9 Persons." Qualified Persons are limited to:

- 10 i. The Court and its personnel;
- 11 ii. The Parties to this litigation;
- 12 iii. Counsel of record in this litigation, as well as paralegals,
13 technical, administrative and clerical employees working under the
14 direct supervision of such counsel;
- 15 iv. Experts and non-attorney consultants retained by the Parties for
16 the preparation or trial of this case, provided that no disclosure
17 shall be made to any expert or consultant who is currently
18 employed by an automobile manufacturer competitor of Ford;
- 19 v. A potential, anticipated or actual fact witness whom counsel for
20 the disclosing Party believes in good faith is likely to have
21 knowledge pertaining to the content of the Protected Documents to
22 be disclosed;
- 23 vi. The author(s) or any recipient of the document;
- 24 vii. Litigation support consultants and vendors who provide
25 litigation support services (e.g., photocopying, electronic
26 discovery, videotaping, translating, preparing exhibits or
27 demonstrations, etc.);
- 28

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1 viii. Court reporters recording and/or transcribing deposition
2 testimony; and

3 ix. Any person expressly named and agreed to in writing by the
4 Parties or by further Order of the Court.

5 c. To the extent Protected Documents or Confidential Information
6 are attached to, quoted in or otherwise referred to in documents filed with the
7 Court, such Protected Documents and Confidential Information are subject to the
8 Court's requirements for filing documents under seal as outlined in paragraph 7
9 below.

10 d. To the extent Protected Documents or information obtained
11 therefrom are used in the taking of depositions and/or used as exhibits at trial, such
12 documents or information shall remain subject to the provisions of this Order,
13 along with the transcript pages of the deposition testimony and/or trial testimony
14 dealing with, referring to or referencing the Protected Documents or information.

15 e. Protected Documents, whether produced electronically or
16 otherwise, shall not be posted on any website or internet-accessible document
17 repository that is accessible to anyone other than "Qualified Persons" listed above.

18 f. All persons described in Paragraph 4(b)(i)-(viii) above shall not
19 under any circumstance sell, offer for sale, advertise, or publicize either the
20 Protected Documents and the Confidential Information contained therein or the
21 fact that such persons have obtained Protected Documents and Confidential
22 Information.

23 g. For those persons identified in Paragraphs 4(b)(iv) and (v)
24 above, any such persons shall not have access to Protected Documents without
25 having first having read, acknowledged, and agreed to be bound by this Order by
26 executing the Agreement to be Bound attached as Exhibit A (the "Agreement to be
27 Bound").
28

1 h. Each Party's counsel shall retain each such executed Agreement
2 to be Bound and shall keep a list identifying (i) all persons to whom Protected
3 Documents have been disclosed, and (ii) all Protected Documents disclosed to
4 such persons. Upon request, each such executed Agreement to be Bound and list
5 shall be submitted to counsel for the Designating Party at the termination of this
6 litigation.

7 6. **Designation of Deposition Testimony.**

8 a. Deposition testimony that counsel for the Party or non-party
9 witness tendering such testimony, in good faith, believes refers to Protected
10 Documents or information obtained therefrom or includes Confidential
11 Information shall be designated as "CONFIDENTIAL," as applicable, by such
12 counsel by making a statement on the record for inclusion in the deposition
13 transcript or, in writing, within thirty (30) calendar days after receipt of the
14 transcript.

15 b. When Protected Documents or information is designated as
16 confidential in a deposition transcript, the counsel making the designation shall
17 instruct the reporter to imprint the legend "THIS TRANSCRIPT CONTAINS
18 CONFIDENTIAL INFORMATION" on the cover page of the transcript and to
19 include, at the front of the transcript, a page identifying all pages and lines
20 designated "CONFIDENTIAL" in the transcript.

21 c. To the extent that Protected Documents or Confidential
22 Information obtained therefrom are used in the taking of depositions and/or used
23 as exhibits at trial, such documents or information shall remain subject to the
24 provisions of this Order, along with the transcript pages of the deposition
25 testimony and/or trial testimony dealing with the Protected Documents or
26 information.

27 d. Any court reporter or transcriber who reports or transcribes
28 testimony in this action shall agree that all Protected Documents and Confidential

1 Information designated as such under this Order shall remain Confidential and
2 shall not be disclosed by them, except pursuant to the terms of this Order, and that
3 any notes or transcriptions of such testimony (and any accompanying exhibits)
4 will be retained by the reporter or delivered to counsel of record.

5 7. **Storage of Confidential Information.** The recipient of any Protected
6 Documents or Confidential Information that is provided under this Protective
7 Order shall use its best efforts to maintain such information in a reasonably secure
8 and safe manner that ensures that access is limited to the persons authorized under
9 this Order.

10 8. **Filing Under Seal.** If any party seeks to file with the Court any
11 portion of any Protected Document or information taken from a Protected
12 Document or other Confidential Information or transcripts designated confidential,
13 such materials shall be submitted to the Court with an application to file under seal
14 in accordance with Local Rule 79.5.1. Any Protected Document or other
15 document that cites to or attaches confidential portions of deposition transcripts or
16 copies of or material taken from a Protected Document shall be filed in a sealed
17 envelope or other appropriate sealed container pursuant to Local Rule 79.5.1.
18 Furthermore, the face of the envelope or container containing any Protected
19 Document shall contain a conspicuous notation that it contains "DOCUMENTS
20 UNDER SEAL" or the equivalent. It shall also contain the case caption, a
21 descriptive title of the document, unless such information is to be, or has been,
22 included among the information ordered sealed and the date of any order or reference
23 to any statute permitting the item to be sealed.

24 9. **Conclusion of Litigation.** Within one hundred and twenty (120) days
25 after the conclusion of this case, counsel for the Party who has received Protected
26 Documents shall either: (i) return to the Designating Party the Protected
27 Documents, including any documents which any such Party disclosed to any
28 Qualified Person, or (ii) securely destroy the Protected Documents, including any

1 documents which any such Party disclosed to any Qualified Person, and certify in
2 writing such destruction to the Designating Party.

3 10. **Not Applicable to Trial.** This Order does not apply to the offer of or
4 admission into evidence of Protected Documents or Confidential Information or
5 their content at trial or in any evidentiary hearing, nor does it apply for any other
6 purpose under the Federal Rules of Evidence. Such evidentiary issues may be
7 raised as a separate matter upon the motion of any party at the time of trial or
8 evidentiary hearing.

9 11. **Inadvertent Production/Waiver.**

10 a. The production of Protected Documents or Confidential
11 Information pursuant to this Order is not intended to constitute a waiver of any
12 privilege or right to claim the trade secret or confidential status of the documents,
13 materials or information produced.

14 b. Inadvertent or unintentional production of documents or
15 information which should have been designated as Confidential shall not be
16 deemed a waiver in whole or in part of the Party's claims of confidentiality. If a
17 Party has inadvertently or unintentionally produced information which should have
18 been designated as Confidential, the producing Party will notify the receiving
19 Party within twenty-one (21) days of discovery of the inadvertent production and
20 request that the Confidential designation be applied to such documents or
21 information. If a receiving party objects to the producing Party's Confidentiality
22 designation, it will notify the producing Party of its objections in writing within
23 seven (7) business days of receipt of the notification described above. If the
24 parties cannot reach an agreement, the parties will follow the procedures set forth
25 in Local Rule 37. The producing Party shall be the Moving Party for the purposes
26 of interpreting this paragraph in accordance with Local Rule 37. Pending the
27 Court's ruling, a receiving Party agrees to maintain the documents as Confidential
28 under the terms of this Order

1 c. Inadvertent or unintentional production of documents or
2 information containing information which should have been designated as
3 privileged shall not be deemed a waiver in whole or in part of the Party's claims of
4 privilege. Pursuant to Fed. R. Evid. 502(b)-(d), if a Party has inadvertently or
5 unintentionally produced information subject to a claim of immunity or privilege,
6 upon written request made by the producing Party within twenty-one (21) days of
7 discovery, all copies of such information shall be returned to the producing Party
8 within seven (7) business days of such request unless the receiving party intends to
9 challenge the producing Party's assertion of privilege or immunity. If a receiving
10 party objects to the return of such information within the seven (7) business day
11 period described above, the producing Party may move the Court for an order
12 compelling the return of such information. Pending the Court's ruling, a receiving
13 Party may retain the inadvertently or unintentionally produced documents in a
14 sealed envelope and shall not make any use of such information.

15 12. **Modification.** This Protective Order may not be waived, modified,
16 abandoned or terminated, in whole or part, except by an instrument in writing
17 signed by the Parties or pursuant to further Court Order. If any provision of this
18 Protective Order shall be held invalid for any reason whatsoever, the remaining
19 provisions shall not be affected thereby.

20 13. **Duration.**

21 a. After termination of this litigation, the provisions of this Order
22 shall continue to be binding. This Court retains and shall have jurisdiction over
23 the parties and all recipients of the Protected Documents and Confidential
24 Information for enforcement of the provisions of this Order following termination
25 of this litigation.

26 b. This Protective Order shall be binding upon the parties hereto,
27 upon their attorneys, and upon the Parties' and their attorneys' successors,
28 executors, personal representatives, administrators, heirs, legal representatives,

1 assigns, subsidiaries, divisions, employees, agents, independent contractors, or
 2 other persons or organizations over which they have control. *The Court*

3 **IT IS SO ORDERED.**

4 *FOR GOOD CAUSE*

5 Dated: 3/10/, 2014

*continues the terms of the Martin
 protective order except where
 inconsistent with the Local Rules of
 the Central District* (S/N)

By: S. H. Segal
 Hon. Suzanne N. Segal
 United States Magistrate Judge

8 Approved as to form and content and respectfully submitted by:

10 Dated: February 18, 2014

DYKEMA GOSSETT LLP

12 By: /s/ Ashley Fickel
 ASHLEY FICKEL
 JANET L. CONIGLIARO
 Attorneys for Defendant
 FORD MOTOR COMPANY

GOLOMB & HONIK, P.C.

17 By: /s/ Kevin W. Fay
 RUBEN HONIK
 KEVIN W. FAY
 Attorneys for Plaintiffs and the Class

MILSTEIN ADELMAN LLP

22 By: /s/ Gillian L. Wade
 GILLIAN L. WADE
 STEPHANIE MAZEPA
 Attorneys for Plaintiffs and the Class

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 27 ID\ARF - 109104\0008

EXHIBIT AAGREEMENT TO BE BOUND

I, _____, [print or type full name],
 of _____ [print or type full
 address] declare under penalty of perjury, under the laws of the United States of
 America, that:

1.

I have read the Stipulated Protective Order attached hereto, and I understand its terms
 and meanings.

2.

I agree that my signature below submits me to the jurisdiction of the United States
 District Court for the Central District of California, in which the action *Jenelle Ford*
and Barry Ford et al. v. Ford Motor Co., Case No. 2:13-cv-08335 is pending, and
 binds me to the provisions of the Stipulated Protective Order, including to all
 promises undertaken in the Order, as if originally agreed by me.

Date: _____

City and State (or Country) where sworn and signed: _____

Printed name: _____

Signature: _____

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AARON D. MARTIN, on behalf of himself
and all others similarly situated,

Plaintiff

vs.

FORD MOTOR COMPANY

Defendant

CIVIL ACTION

DOCKET NO. 2:10-cv-02203-JHS

JURY TRIAL DEMANDED

CLASS ACTION

STIPULATED PROTECTIVE ORDER

To expedite the flow of discovery materials, facilitate the prompt resolution of disputes over confidentiality, adequately protect materials entitled to be kept confidential, and ensure that protection is afforded only to material so entitled, and based on good cause, it is, pursuant to the Court's authority under Federal Rules of Civil Procedure (FRCP) 26(c)(1), and with the consent of the parties, hereby **ORDERED**:

1. Scope of the Order.

This Order is intended to facilitate the Parties' production of information and documents as part of the voluntary disclosure, document production and in response to discovery requests. Nothing in this Order is to be construed to expand or limit the Parties' discovery obligations. This Order covers the production and use of all Protected Documents in this action that constitute, contain or disclose, in whole or in part, information which the Designating Party designates as "Confidential." The Parties reserve the right to address additional issues of

confidentiality at the time of trial.

2. **General Definitions.** For purposes of this Order, the following terms have the following meanings:

a. "Confidential Information" shall mean trade secrets or other confidential research, development, or commercial information pursuant to FRCP 26(c)(1)(G) that is contained in Protected Documents.

b. "Designating Party" shall mean the Party or non-party designating the Documents or Discovery Material as "Confidential."

c. "Discovery Materials" shall mean and include, without limitation, Documents, responses to interrogatories, requests for admissions, or other discovery requests, physical objects, samples, CD-ROMs, tapes or other items, deposition transcripts and exhibits thereto, and information provided by or on behalf of the Parties or any non-party witness pursuant to subpoena or otherwise in the course of discovery.

d. "Document" shall mean and include, without limitation, all written material, videotapes and all other tangible items, produced in whatever format (e.g., hard copy, electronic, digital, etc.) and on whatever media (e.g., hard copy, videotape, computer diskette, CD-ROM, DVD, hard drive or otherwise) defined as permitted under FRCP 34.

e. "Party" or "Parties" shall mean and include the parties to this litigation.

f. "Pleadings" shall mean and include, without limitation, all papers, motions, briefs, affidavits, declarations, exhibits, etc., filed with the Court.

g. "Protected Documents" shall mean documents to be produced in this litigation which contain Confidential Information.

3. **Designating Confidential Information.**

a. All designations of Confidential Information shall be made in good faith by the Designating Party and made at the time of disclosure, production, or tender.

b. The designation of Confidential Information may be made by marking or placing the applicable notice "Subject to Protective Order," "Confidential," or substantially similar notice, on the document, or, where a copy of the original document is to be produced, on that copy.

c. Any document or any information designated as "Subject to Protective Order," "Confidential," or similar language in accordance with the provisions of this Order shall only be used, shown or disclosed as provided in this Order.

d. The burden of proving that a Protected Document contains Confidential Information is on the Designating Party. Prior to designating any material as "Confidential," the Designating Party must make a bona fide determination that the material is, in fact, a trade secret or other confidential research, development, or commercial information pursuant to FRCP 26(c)(1)(G).

e. If a Party disagrees with the "Confidential" designation of any Protected Document, the party will so notify the Designating Party in writing. Counsel shall confer in good faith in an effort to resolve any dispute concerning such designation or redaction. If the objection cannot be resolved by agreement within ten (10) business days of the date of service of the written objection, the Designating Party shall move the Court to confirm the confidentiality designation or redaction. Any opposition to such motion shall be filed within ten (10) business days of the filing of such motion. In the event that a motion to confirm a confidentiality designation is made in a timely manner, the document or information whose designation or redaction is objected to shall continue to be treated as Confidential, as applicable, until the motion has been decided by the Court. In the event that a motion to confirm a confidentiality designation is denied, the Designating Party shall cause the confidentiality legend or redaction to be removed from such documents within ten (10) business days following entry of the Court's order.

4. Use and Disclosure of Protected Documents.

a. Protected Documents and any copies thereof received pursuant to this Protective Order shall be maintained Confidential by the receiving party, his/her attorney, other representatives, and expert witnesses, and shall be used only for purposes of this action, only, subject to the limitations set forth herein. The persons or entities identified in Paragraph 4(b)(i)-(vii) below to whom Protected Documents are disclosed pursuant to this Order shall keep all such materials and information, and any copies, notes, extracts, summaries, or descriptions of such material, within their exclusive possession and control, shall treat all such copies, notes, extracts, summaries, or descriptions of the Protected Documents or any portion thereof as Confidential, shall take all necessary and prudent measures to maintain the confidentiality of all such materials or information, and shall not disseminate such Protected Documents other than in accordance with this Order.

b. Protected Documents shall be disclosed only to "Qualified Persons."

Qualified Persons are limited to:

- i. The Court, persons employed by the Court who are necessary for the handling of this litigation, and court reporters transcribing the testimony or argument at a hearing, trial or deposition in this litigation and any appeal therefrom;
- ii. The Parties to this litigation, which may include persons who are current employees of the producing party;
- iii. Counsel of record in this litigation, as well as paralegals, technical, administrative and clerical employees working under the direct supervision of such counsel;
- iv. Experts and non-attorney consultants retained by the Parties for the preparation or trial of this case, provided that no disclosure shall be made to any expert or consultant who is currently employed by an automobile manufacturer competitor of Defendant Ford;
- v. The author(s) or any recipient of the document. This may include any person who is identified as having prepared, received, reviewed or been provided access to the "Confidential" material prior to its production in the action, and has been noticed for deposition or as a trial witness, provided however that such disclosure may only occur for the purpose of conducting the deposition or trial examination of the person, or assisting in the preparation of such person for deposition or trial

examination and only if counsel has a good faith belief that the witness has relevant information regarding the Confidential material;

- vi. Litigation support consultants and vendors who provide litigation support services (e.g., photocopying, electronic discovery, videotaping, translating, preparing exhibits or demonstrations, etc.); and
- vii. any person expressly named and agreed to in writing by the Parties or by further Order of the Court.

c. While the Parties may provide Protected Documents in accordance with the provisions of this Protective Order in an electronic form, such documents may not be posted on any website or internet accessible document repository that is accessible to anyone other than "Qualified Persons" listed above.

d. All persons described in Paragraph 4(b) above shall not under any circumstance sell, offer for sale, advertise, or publicize either the Protected Documents and the Confidential information contained therein or the fact that such persons have obtained Protected Documents and Confidential Information.

e. Pursuant to Paragraph 4(b)(iv) above, for those persons that are designated experts, each such expert shall not have access to Protected Documents without having first read, acknowledged, and agreed to be bound by this Order by executing the Agreement to be Bound attached as Exhibit A (the "Agreement to be Bound").

f. Each Party's counsel shall retain each such executed Agreement to be Bound and shall keep a list identifying (a) all persons to whom Protected Documents have been disclosed, and (b) all Protected Documents disclosed to such persons. Each such Agreement to be Bound and list shall be submitted to counsel for the Designating Party at the termination of this litigation.

5. Designation of Deposition Testimony.

a. Deposition testimony that counsel for the Party or non-party witness tendering such testimony, in good faith, believes refers to Protected Documents or information obtained therefrom shall be designated as "CONFIDENTIAL," as applicable, by such counsel by

making a statement on the record for inclusion in the deposition transcript or, in writing, within thirty (30) calendar days after receipt of the transcript.

b. When Protected Documents or information obtained therefrom is designated as confidential in a deposition transcript, the counsel making the designation shall instruct the reporter to imprint the legend "THIS TRANSCRIPT CONTAINS CONFIDENTIAL INFORMATION" on the cover page of the transcript and to include, at the front of the transcript, a page identifying all pages and lines designated "CONFIDENTIAL" in the transcript.

c. To the extent that Protected Documents or information obtained therefrom are used in the taking of depositions and/or used as exhibits at trial, such documents or information shall remain subject to the provisions of this Order, along with the transcript pages of the deposition testimony and/or trial testimony dealing with the Protected Documents or information.

d. Any court reporter or transcriber who reports or transcribes testimony in this action shall agree that all Confidential Information designated as such under this Order shall remain Confidential and shall not be disclosed by them, except pursuant to the terms of this Order, and that any notes or transcriptions of such testimony (and any accompanying exhibits) will be retained by the reporter or delivered to counsel of record.

6. Filing Under Seal.

All documents that are filed with the Court that contain any portion of any Protected Document or information taken from any Protected Document shall be filed in a sealed envelope or other appropriate sealed container pursuant to Eastern District of Pennsylvania Local Rules 5.1.2(7) and 5.1.5. Furthermore, the copy of the title page of the action attached to the envelope or container shall include the phrase "Subject To Protective Order," and a statement substantially in the following form: "This envelope or container shall not be opened without order of the

Court, except by officers of the Court and counsel of record, who, after reviewing the contents, shall return them to the clerk in a sealed envelope or container."

7. Return of Documents.

Within one hundred and twenty (120) days after the conclusion of this case, counsel for the Party who has received Protected Documents shall either: (a) return to the Designating Party the Protected Documents, including any documents which any such Party disclosed to any Qualified Person, or (b) securely destroy the Protected Documents, including any documents which any such Party disclosed to any Qualified Person, and certify in writing such destruction to the Designating Party.

8. Inadvertent Production.

Inadvertent or unintentional production of documents or information containing information which should have been designated as Confidential shall not be deemed a waiver in whole or in part of the Party's claims of confidentiality. If a Party has inadvertently or unintentionally produced information subject to a claim of immunity or privilege, upon written request made by the producing Party within twenty-one (21) days of discovery, all copies of such information shall be returned to the producing Party within seven (7) business days of such request unless the receiving party intends to challenge the producing Party's assertion of privilege or immunity. If a receiving party objects to the return of such information within the seven (7) business day period described above, the producing Party may move the Court for an order compelling the return of such information. Pending the Court's ruling, a receiving Party may retain the inadvertently or unintentionally produced documents in a sealed envelope and shall not make any use of such information.

9. Right to Use Own Information.

Nothing in this Order shall limit any Party's right to disclose to any person, or use for any purpose, its own information and documents

10. Subpoena or Order.

If a Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as Confidential, counsel for the receiving Party must promptly notify counsel for the Designating Party in writing, and in no event, more than five (5) business days after receiving the subpoena or order. Counsel for the receiving Party also must inform, in writing, the Party who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this Order.

11. Modification.

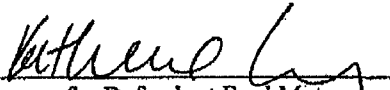
This Protective Order may not be waived, modified, abandoned or terminated, in whole or part, except by an instrument in writing signed by the parties. If any provision of this Protective Order shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby.

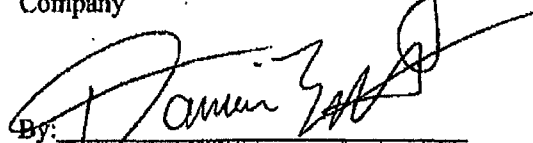
12. Duration.

a. After termination of this litigation, the provisions of this Order shall continue to be binding. This Court retains and shall have jurisdiction over the parties and recipients of the Protected Documents for enforcement of the provisions of this Order following termination of this litigation.

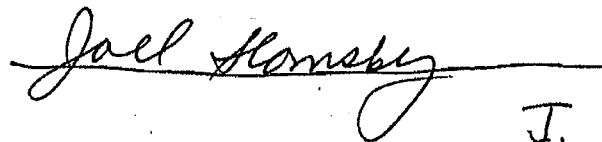
b. This Protective Order shall be binding upon the parties hereto, upon their attorneys, and upon the Parties' and their attorneys' successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, independent contractors, or other persons or organizations over which they have control.

Agreed and Stipulated to By and Between:

By: 
Attorneys for Defendant Ford Motor
Company

By: 
Counsel for Plaintiffs

APPROVED and SO ORDERED:
APRIL 27, 2011


J.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AARON D. MARTIN, on behalf of himself
and all others similarly situated,

Plaintiff

vs.

FORD MOTOR COMPANY

Defendant

CIVIL ACTION

DOCKET NO. 2:10-cv-02203-JHS

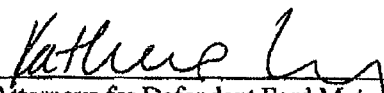
JURY TRIAL DEMANDED

CLASS ACTION

ADDENDUM TO STIPULATED PROTECTIVE ORDER

In addition to all terms agreed to by the parties in the Stipulated Protective Order in this matter, the Court retains the right to allow disclosure of any subject covered by this stipulation or to modify this stipulation at any time in the interest of justice.

Agreed and Stipulated to By and Between:

By: 
Attorneys for Defendant Ford Motor
Company

By: 
Counsel for Plaintiffs

Stipulation

2:13-cv-08335-PSG-SS Jenelle
Ford et al v. Ford Motor Company
et al

(SSx),DISCOVERY,MANADR

UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Fickel, Ashley on 2/18/2014 at 3:29 PM PST and filed on 2/18/2014

Case Name: Jenelle Ford et al v. Ford Motor Company et al

Case Number: 2:13-cv-08335-PSG-SS

Filer: Ford Motor Company

Document Number: 32

Docket Text:

**STIPULATION for Protective Order filed by Defendant Ford Motor Company.
(Attachments: # (1) Exhibit, # (2) Proposed Order)(Fickel, Ashley)**

2:13-cv-08335-PSG-SS Notice has been electronically mailed to:

Ashley R Fickel afickel@dykema.com, lspencer@dykema.com

Gillian L Wade gwade@milsteinadelman.com, dmarin@milsteinadelman.com

J Tracy Walker , IV twalker@mcguirewoods.com

Janet L Congliaro jconigliaro@dykema.com

Joan S Dinsmore jdinsmore@mcguirewoods.com

Kevin W Fay Kfay@golombhonik.com

Ruben Honik rhonik@golombhonik.com, emalloy@golombhonik.com, lpena@golombhonik.com

Stephanie Mazepa smazepa@milsteinadelman.com

Tamara A Bush tbush@dykema.com, kvotava@dykema.com

2:13-cv-08335-PSG-SS Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\Stipulated Confidentiality Agreement For Entry Of Protective Order;
And [Proposed] Protective Order.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=2/18/2014] [FileNumber=17015598-0
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Document description:Exhibit

Original filename:C:\fakepath\Exhibit 1 for Stipulated Confidentiality Agreement For Entry Of
Protective Order.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=2/18/2014] [FileNumber=17015598-1
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Original filename:C:\fakepath\[Proposed] Protective Order.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=2/18/2014] [FileNumber=17015598-2
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